

DANCRIS TELECOM, L.L.C.

TEL: 480-874-2700

TEL: 888-326-2747

AZ.C.C. Tariff No. 1

Original Title Page

ORIGINAL

Specialized Common Carrier Service

Regulations and Rates

of

DANCRIS TELECOM, L.L.C.

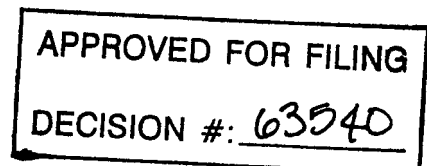
This tariff contains the descriptions, regulations, and rates applicable to the resale of telecommunications services provided by DanCris Telecom, L.L.C., with principal offices at 6900 East Camelback Road, Suite 1003, Scottsdale, Arizona 8525 1, telephone number (480) 874-2700. This tariff applies to services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission and copies may be inspected during normal business hours at the Company's principal place of business.

Issued: December 11, 2000

Effective: **3 . 30 . 01**

Issued By: Mickey Rao, CEO
DanCris Telecom, L.L.C.
6900 East Camelback Road
Suite 1003
Scottsdale, Arizona 8525 1

Docket No.T-03296A-96-0590



CHECK SHEET

The pages of this tariff, as listed below, are effective as of the date shown. Revised sheets contain all changes from the original tariff that are in effect as of the date indicated.

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Suite 1003
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OTHER CARRIERS

None

CONCURRING CARRIERS

None

CONNECTING CARRIERS,

None

OTHER PARTICIPATING CARRIERS

None

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Suite 1003
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EXPLANATION OF SYMBOLS AND ABBREVIATIONS

SYMBOLS

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule, or condition.
- (I) To signify an increase.
- (M) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (S) To signify reissued material.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

ABBREVIATIONS

LEC - Local Exchange Company
PBX - Private Branch Exchange

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SECTION 1 - DEFINITIONS

The following definitions are applicable to this tariff:

Access Line - A local channel for voice, data, or video communications which connects the Customer location to a location of the Company or its underlying carrier.

Account - The Customer who has agreed, orally or in writing, to honor the terms of service established by the Company. An Account may have more than one service billed to the same Customer address. An Account may include multiple locations for the same Customer.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer upon access to the Company's system to identify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Business Customer - For the purpose of this tariff, a Business Customer is a Customer of the Company whose primary use of the Company's service is for business purposes. A Business Customer is also a Customer who accesses the Company's service using an access line that has been assigned a business class of service by the local service provider.

Collect Call - A billing arrangement by which the charges for a call may be billed to the called party, provided the called party agrees to accept the charges.

Commission - The Arizona Corporation Commission.

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SECTION 1 - DEFINITIONS, (Cont'd.)

Company - DanCris TeleCom, L.L.C., unless stated otherwise.

Company's Point of Presence - Location of the serving central office associated with access to the Company's or its underlying carrier's network.

Consumer - A person who is not a Customer who initiates any telephone calls using operator services.

Customer - Any person, firm, partnership, corporation or other entity which subscribes to or uses service under the terms and conditions of this tariff. The Customer is responsible for the payment of charges for service offered by the Company which are subscribed to or used by the Customer. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes.

Equal Access - The ability of the Company to serve Customers on a presubscribed basis rather than through the use of dial access codes.

Initial Aid Additional Period - The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging for time in excess of the Initial Period.

LATA - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 82-0192.

LEC - Local Exchange Company

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SECTION 1 - DEFINITIONS, (Cont'd.)

Premises - The physical space designated by the Customer for the termination of the Company's service.

Residential Customer - For the purpose of this tariff, a Residential Customer is a Customer of the Company whose primary use of the Company's service is for personal use in a house, apartment or other residential dwelling unit. A Residential Customer is also a Customer who accesses the Company's service using an access line that has not been assigned a business class of service by the local service provider.

Switched Access - A method for reaching the Company through the local service provider's switched network whereby the Customer uses standard business or residential local lines.

Terminal Equipment - Telecommunications devices, apparatus and associated wiring on the Premises of the Customer.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Travel Card - A proprietary calling card offered by DanCris Telecom, L.L.C., which is accessed by dialing a Company-provided access number.

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SECTION 2 - TERMS AND CONDITIONS

2.1 Undertaking of DanCris and Locations of Service

The Company's service is furnished to Customers for communications originating and terminating within the State of Arizona under the terms of this tariff. The Company's service is available twenty-four hours per day, seven days per week.

Travel Card services will be provided within other states, between this state and other states, and between other states only where the Company has all necessary authorizations from the Federal Communications Commission and the applicable state commission. Interstate Travel Card services will be provided under tariffs filed with the FCC. Travel Card services furnished within other states will be provided under tariffs filed with such other states or prevailing terms where tariffs are not required by applicable law.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.2 Use of Service

- 2.2.1 Service may be used for any lawful purpose for which it is technically suited.
- 2.2.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number, process, or code. All right, title and interest to such items remain, at all times, solely with the Company or its underlying carrier, as appropriate.
- 2.2.3 Recording of telephone conversations transmitted over service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.3 Limitations of Service

- 2.3.1** Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.3.2** The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control (examples of these conditions are more fully set forth elsewhere in this tariff), or when service is used in violation of provisions of this tariff or the law.
- 2.3.3** The Company does not undertake to transmit messages, but offers the use of its service when available, and, as more fully set forth elsewhere in this tariff, shall not be liable for errors in transmission or for failure to establish connections.
- 2.3.4** The Company reserves the right to refuse to process Third Party Billed calls when the billed party and/or standard validation techniques do not confirm acceptance, or based on characteristics of the originating location.
- 2.3.5** The Company reserves the right to refuse to process Travel Card billed calls when authorization for use of the card cannot be validated or to prevent the unlawful use of service.
- 2.3.6** The Company reserves the right to discontinue service, limit service, or to impose requirements as required to meet changing regulatory or statutory rules and standards, or when such rules and standards have an adverse material affect on the business or economic feasibility of providing service, as determined by the Company in its reasonable judgment.
- 2.3.7** Service is offered subject to restrictions imposed upon the Company by any authority having authority over the Company's provision of service.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.4 Assignment or Transfer

The Customer may not transfer or assign the use of service offered by the Company without the express prior written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of service. All terms and conditions contained in this tariff shall apply to all such permitted transferees or assignees, as well as all conditions of service.

2.5 Liabilities of Company

2.5.1 The liability of the Company for damages of any nature arising from errors, mistakes, omissions, interruptions, or delays of the Company, its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing the service or facilities or equipment shall not exceed an amount equal to the charges applicable under this tariff (calculated on a proportionate basis where appropriate) to the period during which such error, mistake, omission, interruption or delay occurs.

2.5.2 In no event shall the Company be liable for any incidental, indirect, special, or consequential damages (including, but not limited to, lost revenue or profits) of any kind whatsoever regardless of the cause or foreseeability thereof.

2.5.3 When the services or facilities of other common carriers are used separately or in conjunction with the Company's facilities or equipment in establishing connection to points not reached by the Company's facilities or equipment, the Company shall not be liable for any act or omission of such other common carriers or their agents, servants or employees.

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SECTION 2 • TERMS AND CONDITIONS, (Cont'd.)

2.5 Liabilities of Company, (cont'd.)

- 2.5.4 The Company shall not be liable for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing service to restore service in compliance with state and federal laws.
- 2.5.5 The Company shall not be liable for interruptions, delays, errors, or defects in transmission, or for any injury whatsoever, caused by the Customer, or the Customer's agents, servants, employees, or customers, or by facilities or equipment provided by the Customer.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.6 Liability of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of litigation and reasonable attorney's fees) against:

- (i) Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment; and
- (ii) Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus or systems of the Customer; and
- (iii) All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, servants, employees, or customers, in connection with any service or facilities or equipment provided by the Company.

2.7 Taxes

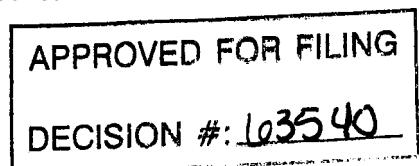
All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including, but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

2.9 Installation

No installation at the Customer's Premises is required to use the Company's service. Service is initiated by request of the Customer. The Company may refuse to provision service when the Company cannot verify that the party requesting the Company's service is authorized to request or to change service.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.10 Payment for Service

- 2.10.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. A late fee of 1.5% per month (or the maximum amount allowed by law, whichever is lower) applies to any unpaid and past due balance. The late fee begins to accrue on the 30th day after the billing date. In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owed to the Company, the Company may charge the Customer, and the Customer will pay, all such fees and expenses reasonably incurred. Collection fees on overdue charges apply in addition to all applicable late payment charges and shall begin to accrue when the Account is assigned to an outside collection agency.
- 2.10.2 The Customer is responsible for payment of all charges for service-furnished to or used by the Customer, or the Customer's agents, servants, employees or customers. The Customer is also responsible for payment of charges for a third person's use of service to which the Customer subscribes. All charges due from the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported to the Company or its billing agent within six months after receipt of bill. Adjustments to the Customer's bill shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.
- 2.10.3 The security of the Customer's Authorization Codes is the responsibility of the Customer. All calls placed using such Authorization Codes shall be billed to and shall be the obligation of the Customer. The Customer is responsible for all calls placed via their Authorization Code, whether such use is as a result of the Customer's intentional or negligent disclosure of the Authorization Code or otherwise. However, the Customer shall not be responsible for charges in connection with the unauthorized use of Authorization Codes arising after the Customer notifies the Company of the loss, theft, or other breach of security of such Authorization Codes.
- 2.10.4 The Company reserves the right to assess a charge of \$20.00, or the maximum amount allowed by law, whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.10 Payment for Service, (cont'd.)

2.10.5 The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.11 Deposits

2.11.1 The Company reserves the right to examine the credit record of the Customer, using any lawful sources for determining credit standing. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to two months' estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprised that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.

2.11.2 The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.12 Advance Payments

The Company reserves the right to require an advance payment from the Customer instead of or in addition to a security deposit. The advance payment shall be in an amount equal to or less than estimated installation charges plus two months' estimated billing.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.13 Interruption of Service

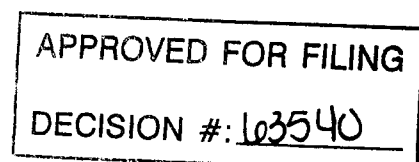
Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence or other wrongful act or omission of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by the Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer. Interruptions caused by Customer-provided, or Con&any-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. For purposes of credit computation, every month shall be considered to have 30 days. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For message rated toll services, credits will be limited to, at maximum, the price of the initial period of the individual call that was interrupted.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.14 Cancellation and Restoration of Service

Service continues to be provided until canceled by the Customer or until canceled by the Company as set forth below. The Company may render bills subsequent to the termination of service for charges incurred before termination. The Customer shall pay such bills in full in accordance with the payment terms of this tariff.

2.14.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer Travel Cards when the Company deems it necessary to take such action to prevent unlawful use of its service. DanCris will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new Travel Card codes to replace ones that have been deactivated.

2.14.2 Cancellation by the Customer

The Customer may have service discontinued upon written or verbal notice to the Company. The Customer shall pay the Company for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later.

2.14.3 Refusal, Suspension or Cancellation by the Company

- (i) For nonpayment: The Company, by written notice to the Customer and in accordance with applicable law, may refuse, suspend or cancel service without incurring any liability when there is an unpaid balance for service that is more than 60 days overdue.
- (ii) For returned checks: The Customer whose check or draft is returned unpaid for any reason, after two attempts at collection, shall be subject to refusal, suspension or cancellation of service in the same manner as provided for nonpayment of overdue charges.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.14 Cancellation and Restoration of Service, (cont'd.)

2.14.3 Refusal, Suspension or Cancellation by the Company, (cont'd.)

- (iii) For lack of use: The Company, by written notice to the Customer, may refuse, suspend or cancel service in the same manner as provided for nonpayment of overdue charges if after three full billing cycles the service has not been used.
- (iv) For violation of law or this tariff Except as provided elsewhere in this tariff, the Company may refuse, suspend or cancel service, without notice, for any violation of terms of this tariff, for any violation of any law, rule, regulation, order, decree or policy of any government authority of competent jurisdiction, or by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such service or prohibits Customer from subscribing to, using, or paying for such service.
- (v) For the Company to comply with any order or request of any governmental authority having jurisdiction: The Company may refuse, suspend or cancel service, without notice, in order to permit the Company to comply with any order or request of any governmental authority having jurisdiction.
- (vi) For unauthorized or unlawful use of Travel Card numbers and Authorization Codes: Travel Card Numbers and Authorization Codes are issued by the Company only to the Customer and may not be sold or otherwise distributed without the written consent of the Company. Any unauthorized or unlawful use of such numbers or Authorization Codes shall result in the immediate refusal, suspension or cancellation of service without notice.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.14 Cancellation and Restoration of Service, (cont'd.)

2.14.4 Notice of Discontinuance

DanCris may refuse or discontinue service under the following conditions provided that, unless otherwise stated in this tariff, the Customer shall be given 15 days notice to comply with any rule or remedy any deficiency:

- (A) For use of telephone service for any purpose other than that described in the application.
- (B) For neglect or refusal to provide reasonable access to DanCris or its agents for the purpose of inspection and maintenance of equipment owned by DanCris or its agents.
- (C) Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect DanCris' equipment or service to others.
- (D) Without notice in the event of tampering with the equipment or services owned by DanCris or its agents.
- (E) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, DanCris may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.14.5 Restoration of Service

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service shall, at the Company's discretion, be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.15 Application for Service

The Company reserves the right to require Customers to make application(s) for service in writing using forms provided by the Company. Upon acceptance of an application for service by the Company, all applicable provisions in the Company's tariffs, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Requests for additional service and changes to service, upon acceptance by the Company, become a part of the agreement for service, provided that each item of additional service shall be subject to the applicable minimum term of service. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable tariffs of the Company, as amended from time to time, which are lawfully on file. Any change in rates or other tariff provisions which are lawfully made shall be deemed to modify all agreements for service affected by such changes without further notice by Company to the Customer.

2.16 Interconnection

2.16.1 Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking with such other common carriers or systems. The Company does not undertake to provide any special facilities, equipment, or services to enable the Customer to interconnect the facilities or the equipment of the Company with services or facilities of other common carriers or with private systems.

2.16.2 Interconnection with the services or facilities of other common carriers shall be under the applicable terms and conditions of this tariff and the other common carrier's tariffs.

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SECTION 2 - TERMS AND CONDITIONS, (Cont'd.)

2.16 Interconnection, (cont'd.)

2.16.3 The Customer shall ensure that the facilities or equipment provided by the Customer are properly interconnected with the facilities or equipment of the Company. If the Customer maintains or operates the interconnected facilities or equipment in a manner which results or may result in harm to the Company's facilities, equipment, personnel, or the quality of service, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this written notice fails to eliminate the actual or potential harm, the Company may, upon written notice, terminate the existing service of the Customer.

2.17 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.18 Minimum Service Period

The minimum service period is one month (30 days), unless otherwise specified by tariff or contract.

2.19 Local Charges and Cellular Air Time Charges

In certain instances, the Customer may be subject to local exchange company charges or message unit charges or to cellular company air time charges to access the Company's network or to terminate intrastate calls. The Company shall not be responsible for any such charges incurred by the Customer in gaining access to the Company's network.

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SECTION 2 • TERMS AND CONDITIONS, (Cont'd.)

2.20 Other Rules

- 2.20.1 DanCris reserves the right to validate the credit worthiness of Customers through available verification procedures. Where a Travel Card code cannot be validated, the Customer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.
- 2.20.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 General

- 3.1.1 The Company provides telecommunications services between locations within the State of Arizona. The Company's service charges may depend upon call duration, time of day rate period, mileage, and/or call type.
- 3.1.2 Presubscribed service is offered from locations served with equal access end offices.
- 3.1.3 The Company's service is available twenty-four hours per day, seven days a week.
- 3.1.4 Unless otherwise specified in the product description in this tariff, services offered include interLATA and intraLATA long distance service where ~~presubscription~~ is available. Where intraLATA ~~presubscription~~ to the Company is not available, the Company will offer intraLATA toll service to Customers who ~~presubscribe~~ to the Company's interLATA long distance services provided that the Customers dial 10 and the Company's identification code.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.2 Calculation of Distance

Usage charges for all mileage sensitive services are based on the airline distance between the rate center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the applicable rate centers as defined by BellCore (Bell Communications Research) and on file with the FCC in AT&T FCC Tariff No. 10, in the following manner:

Step 1 - Obtain the "V" and "H" coordinates for the rate center of the originating and the destination points.

Step 2 - Obtain the difference between the "V" coordinates of each of the rate centers. Obtain the difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating rate centers of the call.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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Suite 1003
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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

3.3.2 Chargeable time for all calls ends when one of the parties disconnects from the call.

3.3.3 Minimum call duration for billing purposes is thirty seconds unless otherwise specified in the individual rate schedules of this tariff.

3.3.4 Calls are measured and billed in six second increments (after the initial thirty seconds) unless otherwise indicated in this tariff. Any partial six second increment is rounded up to a full increment.

3.3.5 No charges apply to incomplete calls.

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SECTION 3 • DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.4 Time-Of-Day Rate Periods

Unless otherwise specified in the product description in this tariff, the following time-of-day and day-of-week rate periods are applicable to all calls. Evening rates shall apply to all calls placed on the Company's recognized Holidays except when a lower rate would normally apply.

DAY-RATE PERIOD 8:00 AM to 5:00* PM Monday through Friday

EVENING RATE PERIOD 5:00 PM to 11:00* PM Sunday through Friday

NIGHT/WEEKEND RATE PERIOD 11:00 PM to 8:00* AM Sunday through Friday,
all day Saturday and Sunday until 5:00* PM

* to, but not including

Calls are billed based on the rate in effect for the actual time-of-day rate period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rate in effect in that boundary for each portion of the call.

Other Rate Periods

Peak: Daytime Rate Period, per above.

Off Peak: All other days and hours, including Holidays, which are not included in Daytime Rate Period above.

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Suite 1003
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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.4 Time-Of-Day Rate Periods, (cont'd.)

Holiday Rates

Calls on the following Company-recognized Holidays are rated at the Evening Rate Period or Off-Peak Rate Period rate unless a lower rate would normally apply.

* New Year's Day**	Labor Day	Christmas Day* *
Independence Day**	Thanksgiving Day	Martin Luther King Day*
Presidents' Day*	Memorial Day*	Columbus Day*
Veterans' Day* *		

- Applies to Federally observed day only.
- When this holiday falls on Sunday, the Holiday rate applies on the following Monday. When this holiday falls on a Saturday, the Holiday rate applies to calls placed on the preceding Friday.

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SECTION 3 ■ DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.5 Switched Outbound Service

3.5.1 General Description

Switched Outbound Service is offered to Residential and Business Subscribers for outbound calling. This service utilizes Customer-provided switched access lines.

3.5.2 Maximum Usage Rates Per Minute

The Customer is charged for actual usage for each call.

Maximum rate per minute \$.40

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Suite 1003
Scottsdale, Arizona 8525 I

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.6 Dedicated Outbound Service

3.6.1 General Description

Deciated Outbound Service is offered to Residential and Business Subscribers for outbound calling. This service utilizes Customer-provided dedicated access lines.

3.6.2 , Maximum Usage Rates Per Minute

2 The Customer is charged for actual usage for each call.

Maximum rate per minute \$.40

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Suite 1003
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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.7 Switched Inbound Toll-Free Number Service

3.7.1 General Description

Inbound Toll-Free Number Service is an 800/888 number service available for Customer use twenty-four (24) hours a day, seven (7) days a week. Service is terminated over standard Customer-provided switched access lines. Intrastate service is offered in conjunction with Interstate service.

2.7.2 Reservation of Toll-Free (i.e., 800/888) Numbers

The Company will make every effort to reserve toll-free vanity numbers on behalf of Customers, but makes no guarantee or warranty that the requested toll-free number(s) will be available or assigned to the Customer requesting the number.

3.7.3 Toll-Free (i.e., 800/888) Number Portability

If a Customer accumulates undisputed delinquent charges, the Company reserves the right not to honor that Customer's request for a change in service, including a request for Resp. Org. change, until such charges are paid in full.

The Customer does not retain rights in toll-free numbers which are shared with other Customers of the Company. Shared toll-free numbers are not portable.

3.7.4 Usage Rates

Maximum per minute rate: \$0.40

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Suite 1003
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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.8 Dedicated Inbound Toll-Free Number Service

3.8.1 General Description

Inbound Toll-Free Number Service is an 800/888 number service available for Customer use twenty-four (24) hours a day, seven (7) days a week. Service is terminated over Customer-provided dedicated access lines. Intrastate service is offered in conjunction with Interstate service.

3.8.2 Reservation of Toll-Free (i.e., 800/888) Numbers

The Company will make every effort to reserve toll-free vanity numbers on behalf of Customers, but makes no guarantee or warranty that the requested toll-free number(s) will be available or assigned to the Customer requesting the number.

3.8.3 Toll-Free (i.e., 800/888) Number Portability

If a Customer accumulates undisputed delinquent charges, the Company reserves the right not to honor that Customer's request for a change in service, including a request for Resp. Org. change, until such charges are paid in full.

The Customer does not retain rights in toll-free numbers which are shared with other Customers of the Company. Shared toll-free numbers are not portable.

3.8.4 Usage Rates

Maximum per minute rate: \$0.30

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Suite 1003
Scottsdale, Arizona 8525 1

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.9 Travel Card Service - Basic and Premium

Travel Card Service is available to Subscribers for originating telephone calls while away from home. Service is accessed by dialing the Company-designated toll free access number, followed by 0 + the destination number, the Travel Card number, and the personal identification (PIN) number. Calls are billed in six second increments. The minimum call duration for billing purposes is one (1) minute. Partial increments are rounded up to the next increment. A surcharge applies for each travel card call.

Maximum usage rate per minute: \$.50
Maximum surcharge per call: \$1.00

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.10 Prepaid Calling Card Service

3.10.1 General Description

Prepaid Calling Card Service can be accessed by dialing a specified toll-free network access number. Upon access to the Company's network, the card holder must dial a valid Access Code and the number of the party to be called. Usage charges begin when the calling and called stations are connected. Calls are billed in one minute increments.

Customers may purchase Prepaid Calling Cards in varying unit amounts directly from the Company or its agents. Prepaid Calling Cards are available & replenishable and/or disposable (non-replenishable) varieties.

3.10.2 Usage Rates

Maximum usage rate per minute: \$.75

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SECTION 3 ■ DESCRIPTION OF SERVICE AND RATES, (Cont'd.)

3.11 Term Discounts

A customer who commits to a term contract of two (2) years or more is entitled to a 5% discount on all services billed.

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SECTION 4 • PROMOTIONS

4.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring, recurring or usage charges for the Customer (if eligible) of target services for a limited duration. Promotions may also be offered to attract or retain Customers who indicate that they would otherwise intend to accept a legitimate competitive offer made by a tariffed carrier. Such promotions shall be made available to all similarly situated Customers. In all such cases, the rates charged will not exceed those specified herein.

4.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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SECTION 5 ■ GRANDFATHERED SERVICES

5.1 General

The Services listed in Section 5 are available only to GST customers who as of August 31, 2001, were subscribed to one of these services. These services are not available to any new customers or to existing customers changing services.

(N)

(N)

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SECTION 5. GRANDFATHERED SERVICES

5.2 Directory Assistance

A Directory Assistance charge applies per intrastate directory assistance call. The customer may make two (2) requests for a telephone number per call. The Directory Assistance charge applies regardless of whether the operator is able to supply the requested number.

Rate per call to Directory Assistance: \$0.60

(N)

(N)

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SECTION 5 • GRANDFATHERED SERVICES

5.3 Travel Card Service

Travel Card Service is available in conjunction with other Grandfathered services. The service is typically used for originating telephone calls while away from home or office. Service is accessed by dialing the Company-designated toll-free access number, a valid authorization code, and the destination number. Calls are billed in sixty (60) second increments following a minimum billing period of sixty (60) seconds.

5.3.1 Plan A . for customers using the 800 number:

Fixed per minute rate \$0.190

5.3.2 Plan B:

Surcharge per call: \$0.600

(N)

(N)

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Suite 1003
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SECTION 5 . GRANDFATHERED SERVICES

5.4 **Intrastate/InterLATA** Service

(N)

The following **Intrastate/InterLATA** Switched Outbound Service plans are available. These plans permit outward calling utilizing FGD switched access. The billing increments are noted for each plan. These plans apply only to **Intrastate/InterLATA** service and are provided in conjunction with **Intrastate/IntraLATA** and Interstate offerings.

Product Plan	Rate per minute	Initial billing increment	Additional billing increment
Plan B	\$0.020	30 seconds	6 seconds
Plan C	\$0.029	30 seconds	6 seconds
Plan D	\$0.030	6 seconds	6 seconds
Plan E	\$0.035	6 seconds	6 seconds
Plan F	\$0.039	6 seconds	6 seconds
Plan G	\$0.045	6 seconds	6 seconds
Plan H	\$0.049	6 seconds	6 seconds
Plan I	\$0.059	6 seconds	6 seconds
Plan J	\$0.060	6 seconds	6 seconds
Plan K	\$0.064	6 seconds	6 seconds
Plan L	\$0.069	6 seconds	6 seconds
Plan M	\$0.075	6 seconds	6 seconds
Plan N	\$0.079	6 seconds	6 seconds

(N)

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Suite 1003
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SECTION 5 ■ GRANDFATHERED SERVICES

5.4 Intrastate/InterLATA Service, (cont'd.)

Product Plan	Rate per minute	Initial billing increment	Additional billing increment
Plan O	\$0.080	6 seconds	6 seconds
Plan P	\$0.089	6 seconds	6 seconds
Plan Q	\$0.090	6 seconds	6 seconds
Plan R	\$0.092	6 seconds	6 seconds
Plan S	\$0.095 6 s e c o n d s 6 s e c o n d s	6 seconds	6 seconds
Plan T	\$0.099	6 seconds	6 seconds
Plan U	\$0.100	6 seconds	6 seconds
Plan v	\$ 0 . 1 0 5	6 seconds	6 seconds
Plan W	\$0.109	6 seconds	6 seconds
Plan x	\$0.110	6 seconds	6 seconds
Plan Y	\$0.113	6 seconds	6 seconds
Plan Z	\$0.119	6 seconds	6 seconds
Plan AA	\$0.120	6 seconds	6 seconds
Plan AB	\$0.123	6 seconds	6 seconds
Plan AC	\$0.129	6 seconds	6 seconds
Plan AD	\$0.134	6 seconds	6 seconds
Plan AE	\$ 0 . 1 3 8	6 seconds	6 seconds

N)

(N)

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SECTION 5 • GRANDFATHERED SERVICES

5.4 **Intrastate/InterLATA** Service, (cont'd.)

Product Plan	Rate per minute	Initial billing increment	Additional billing increment
Plan AF	\$0.139	6 seconds	6 seconds
Plan AG	\$0.1149	30 seconds	6 seconds
Plan AH	\$0.149	6 seconds	6 seconds
Plan AI	\$0.1150	6 seconds	6 seconds
Plan AJ	\$0.159	6 seconds	6 seconds
Plan AK	\$0.159	30 seconds	6 seconds
Plan AL	\$0.160	6 seconds	6 seconds
Plan AM	\$0.170	30 seconds	6 seconds
Plan AN	\$0.170	6 seconds	6 seconds
Plan AO	\$0.190	6 seconds	6 seconds
Plan AP	\$0.198	6 seconds	6 seconds

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SECTION 5 ■ GRANDFATHERED SERVICES

5.5 Intrastate/IntraLATA Service

(N)

The following Intrastate/IntraLATA Switched Outbound Service plans are available. These plans permit outward calling utilizing FGD switched access. The billing increments are noted for each plan. These plans apply only to Intrastate/IntraLATA service and are provided in conjunction with Intrastate/InterLATA and Interstate offerings.

Product Plan	Rate per minute	Initial billing increment	Additional billing increment
Plan A	I \$0.020 I	30 seconds	6 seconds
Plan B	I \$0.029	30 seconds	6 seconds
Plan C	\$0.030	6 seconds	6 seconds
Plan D	\$0.035	6 seconds	6 seconds
Plan E	\$0.037 I	6 seconds	6 seconds
Plan F	\$0.039	6 seconds	6 seconds
Plan G	\$0.045 I	6seconds	6 seconds
Plan H	\$0.048	6 seconds	6 seconds
Plan I	\$0.049 I	6 seconds	6 seconds
Plan J	\$0.050	6 seconds	6 seconds
Plan K	\$0.055	6 seconds	6 seconds
Plan L	\$0.059	6 seconds	6 seconds
Plan M	\$0.060	6 seconds	6 seconds
Plan N	\$0.063	6seconds	6seconds

(N)

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SECTION 5 . GRANDFATHERED SERVICES**5.5 Intrastate/IntraLATA Service, (cont'd.)**

(N)

Product Plan	Rate per minute	Initial billing increment	Additional billing increment
Plan O	I \$0.069	6 seconds	6seconds
Plan P	\$0.070	6seconds	I 6seconds
Plan Q	\$0.073	6seconds	I 6seconds
Plan R	\$0.075	6 seconds	6seconds
Plan S	I \$0.079	6seconds	6seconds
Plan T	\$0.080	6 seconds	6seconds
Plan U	\$8.889	6seconds	I 6seconds
Plan V	I \$0.090	6seconds	I 6seconds
Plan W	I \$0.095	6 seconds	6seconds
Plan X	\$0.099	6seconds	I 6seconds
Plan Y	\$8.119	6seconds	I 6 seconds
Plan Z	\$0.119	6seconds	6seconds
Plan AA	\$0.129	6 seconds	6seconds
Plan AB	\$0.139	6seconds	6 seconds
Plan AC	\$0.149	30seconds	6 seconds
Plan AD	\$0.149	6seconds	6 seconds
Plan AE	\$0.150	6 seconds	6seconds

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 Suite 1003
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SECTION 5 ■ GRANDFATHERED SERVICES

5.5 **Intrastate/IntraLATA** Service, (cont'd.)

(N)

Product Plan	Rate per minute	Initial billing increment	Additional billing increment
Plan AF	\$0.159	30 seconds	6 seconds
Plan AG	\$0.159	6 seconds	6 seconds
Plan AH	\$0.170	30 seconds	6 seconds
Plan AI	\$0.170	6 seconds	6 seconds
Plan AJ	\$0.1190	6 seconds	6 seconds

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Current Rates

Switched Outbound Service

Initial 30 Seconds	Add'l 6 Seconds	Monthly Requirement	Fee if Req. Not Met
\$0.0495	\$0.0099	\$5,000.00	\$500.00
\$0.0545	\$0.0109	\$3,000.00	\$300.00
\$0.0595	\$0.0119	\$1,000.00	\$100.00
\$0.0645	\$0.0129	\$ 100.00	\$ 10.00
\$0.0695	\$0.0139	\$ 40.00 50.00	\$ 5.00
\$0.0745	\$0.0149		\$ 4.00
\$0.0795	\$0.0159	\$	\$ 3.00
\$0.0845	\$0.0169	\$ 30.00 20.00	\$ 2.00
\$0.0895	\$0.0179	\$ 10.00	\$ 1.00
\$0.0945	\$0.0189	\$ 0.00	\$ 0.00

Dedicated Outbound Service

Initial 30 Seconds	Add'l 6 Seconds	Monthly Requirement	Fee if Req. Not Met
\$0.0310	\$0.0062	\$10,000.00	\$1000.00
\$0.0325	\$0.0065	\$ 8,500.00	\$ 850.00
\$0.0345	\$0.0069	\$ 8,000.00	\$ 800.00
\$0.0395	\$0.0079	\$ 7,000.00	\$ 700.00
\$0.0445	\$0.0089	\$ 6,000.00	\$ 600.00
\$0.0495	\$0.0099	\$ 5,000.00	\$ 500.00
\$0.0545	\$0.0109	\$ 3,000.00	\$ 300.00
\$0.0595	\$0.0119	\$ 1,000.00	\$ 100.00

Switched Inbound Toll-Free (800/888) Service

Initial 30 Seconds	Add'l 6 Seconds	Monthly Requirement	Fee if Req. Not Met
\$0.0545	\$0.0109	\$5,000.00	\$500.00
\$0.0595	\$0.0119	\$3,000.00	\$300.00
\$0.0645	\$0.0129	\$1,000.00	\$100.00
\$0.0695	\$0.0139	\$ 100.00	\$ 10.00
\$0.0745	\$0.0149	I 40.00 30.00 50.00	\$ 5.00
\$0.0795	\$0.0159		\$ 4.00
\$0.0845	\$0.0169		\$ 3.00
\$0.0895	\$0.0179		\$ 2.00
\$0.0945	\$0.0189		\$ 1.00
\$0.0995	\$0.0199	I 20.00 10.00 0.00	\$ 0.00

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Issued By: Mickey Rao, CEO
 DanCris Telecom, L.L.C.
 6900 East Camelback Road
 Suite 1003
 Scottsdale, Arizona 8525 1

Docket No. T-03296A-96-0590

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 DECISION #: 43540

Current Rates, (Cont'd.)

Dedicated Inbound Toll-Free (800/888) Service

<u>Initial</u> <u>30 Seconds</u>	<u>Add'l</u> <u>6 Seconds</u>	<u>Monthly</u> <u>Requirement</u>	<u>Fee if Req.</u> <u>Not Met-</u>
\$0. 0310	\$0. 0062	\$10,000.00	\$1000.00
\$0. 0325	\$0. 0065	\$ 8,500.00	\$ 850.00
\$0. 0345	\$0. 0069	\$ 8,000.00	\$ 800.00
\$0. 0395	\$0. 0079	\$ 7,000.00	\$ 700.00
\$0. 0445	\$0. 0089	\$ 6,000.00	\$ 600.00
\$0. 0495	\$0. 0099	\$ 5,000.00	\$ 500.00
\$0. 0545	\$0. 0109	\$ 3,000.00	\$ 300.00
\$0.0595	\$0. 0119	\$ 1,000.00	\$ 100.00

Calling Card Service -- Basic

<u>Initial</u> <u>Minute</u>	<u>Add'l</u> <u>6 Seconds</u>	<u>Surcharge</u>
\$0. 25	\$0. 025	\$0. 50

Calling Card Service -- Premium*

<u>Initial</u> <u>Minute</u>	<u>Add'l</u> <u>6 Seconds</u>	<u>Surcharge</u>
\$0. 25	\$0. 025	\$0. 25

* Calling Card -- Premium is available to customers whose total monthly billing exceeds \$1,000.00.

Prepaid Calling Card Service

<u>Rate Per Minute</u>
\$0.39

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